

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engine Components, Inc.		04/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Frost National Bank		
Street Address:	100 W. Houston St., RB-2		
Internal Address:	Attn: Loan Doc. Dept./Loan No. 4577904-9001		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78205		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1910468	CERMINIL	
Registration Number:	1547697	CERMICROME	
Registration Number:	1756446		
Registration Number:	2876704	ECI	
Registration Number:	2876702	ECI	
Registration Number:	1550747	ENGINE REDI	
Registration Number:	1481941	NERODIZE	
Registration Number:	1397392	POWER PLUS	
Registration Number:	0806120	Q-3	
Registration Number:	3859703	TITAN	
Registration Number:	2876703	TITAN	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		

900188470

TRADEMARK
 REEL: 004515 FRAME: 0439

OP \$290.00 1910468

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F132904
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NAME OF SUBMITTER:	Victor J. Harris, Senior Vice President
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Signature:	/Victor J. Harris/
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Date:	04/05/2011
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Engine Components, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 1, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: The Frost National Bank

Internal

Address: Attn: Loan Doc. Dept./Loan No. 4577904-9001

Street Address: 100 W. Houston St., RB-2

City: San Antonio

State: TX

Country: USA Zip: 78205

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule 1 on attached Security Agreement.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule 1 on attached Security Agreement.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elspeth Callahan

Internal Address: National Corporate Research

Street Address: 1100 G St NW Suite 420

City: Washington

State: DC Zip: 20005

Phone Number: (202) 370-4761

Fax Number: (800) 494-7512

Email Address: ecallahan@nationalcorp.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

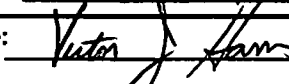
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

 Signature

April 1, 2011

Date

Victor J. Harris, Senior Vice President

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

SUPPLEMENTARY SECURITY AGREEMENT - TRADEMARK

THIS SUPPLEMENTARY SECURITY AGREEMENT - TRADEMARK (this "Agreement"), dated April 1, 2011, is made by **ENGINE COMPONENTS, INC.**, a Delaware corporation, and **DANBURY AEROSPACE, INC.**, a Delaware corporation, as co-borrowers (collectively, "Borrower"), **ENGINE COMPONENTS, INC.**, a Delaware corporation ("Grantor"), in favor of **THE FROST NATIONAL BANK**, a national banking association ("Lender").

RECITALS:

A. Pursuant to a Loan Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Loan Agreement") by and among Borrower, Grantor, Lender and certain other parties thereto, Lender has agreed to provide to Borrower certain "Loans" (as defined in the Loan Agreement).

B. In connection with the Loan Agreement, Grantor and certain other parties executed and delivered to Lender a Pledge and Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement").

C. As a condition precedent to making the Loans under the Loan Agreement, Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligations.

D. Grantor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the Loans to Borrower pursuant to the Loan Agreement, Grantor agree, for the benefit of Lender, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Lender, and grant to Lender a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule 1 hereto;

(b) all Trademark licenses;

(c) all reissues, extensions, or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringements or dilution of any Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon payment in full of all Obligations and the termination of all Commitments, Lender shall, at Grantor' expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of

which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

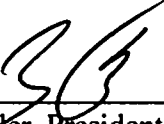
7. Counterparts. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures appear on the following page(s)]

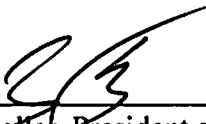
EXECUTED as of the day and year first above written.

BORROWER:

ENGINE COMPONENTS, INC., a Delaware corporation

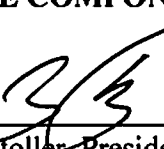
By: 
Ty Stoller, President and Treasurer

DANBURY AEROSPACE, INC., a Delaware corporation

By: 
Ty Stoller, President and Treasurer

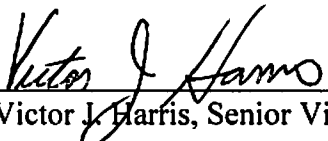
GRANTOR:

ENGINE COMPONENTS, INC., a Delaware corporation

By: 
Ty Stoller, President and Treasurer

LENDER:

THE FROST NATIONAL BANK,
a national banking association

By: 
Victor J. Harris, Senior Vice President

Signature Page

**SCHEDULE 1
TO
SUPPLEMENTAL SECURITY AGREEMENT - TRADEMARK**

Item A.

Trademarks

Item No.	Mark	Designation (Trademark or Service Mark)	Serial No.	Registration No.	Owner
REGISTERED MARKS					
1.	Cerminil	SM [Typed Drawing]	74541059	1910468	Engine Components, Inc.
2.	Cermicrome	SM [Words, Letters and/or Numbers in Stylized Form]	73759540	1547697	Engine Components, Inc.
3.	Double Band [orange]	TM [Design Only]	74194108	1756446	Engine Components, Inc.
4.	ECi	SM [Design + Words]	76537815	2876704	Engine Components, Inc.
5.	ECi	TM [Typed Drawing]	76537813	2876702	Engine Components, Inc.
6.	Engine Redi	TM [Design + Words]	73759541	1550747	Engine Components, Inc.
7.	Nerodize	SM [Typed Drawing]	73654888	1481941	Engine Components, Inc.
8.	Power Plus	TM [Typed Drawing]	73487224	1397392	Engine Components, Inc.
9.	Q-3	SM [Typed Drawing]	72201376	0806120	Engine Components, Inc.
10.	TITAN	TM [Design + Words]	77930294	3859703	Engine Components, Inc.
11.	TITAN	TM [Design + Words]	76537814	2876703	Engine Components, Inc.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None.

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
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None.

Item B.

Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.